

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

(1) JAMES BOLES,)	
(2) BARBARA BOLES,)	
)	
Plaintiffs,)	
)	
v.)	Case No. 22-cv-00034-JFH-CDL
)	
(1) CARSHIELD, LLC,)	<i>Removed from the District Court of</i>
(2) NRRM, LLC,)	<i>Oklahoma County, Oklahoma</i>
(3) CONCORDIAN, LLC d/b/a)	<i>Case No. CJ-2021-3014</i>
AMERICAN AUTO SHIELD,)	
Defendants.)	

AFFIDAVIT OF MICHAEL CARTER

STATE OF MISSOURI)	
) ss.	
COUNTY OF ST. CHARLES)	

I, Michael Carter, of legal age and upon my oath do swear and attest to the following:

1. I am over 18 years of age, of sound mind, and capable of making this declaration.

The facts stated in this Affidavit are within my personal knowledge and are true and correct, to the best of my knowledge. If called upon as a witness, I could and would testify competently under oath as to all such facts based upon my personal knowledge and the business records of NRRM, LLC, d/b/a CarShield ("CarShield").

2. I currently hold the position of General Counsel, and I have been authorized to make this Affidavit on behalf of CarShield, which is submitted with the Reply in Support of Defendants' Motion to Compel Arbitration and Request for Stay in the above-captioned matter.

3. I have reviewed CarShield's records, including payment and call records, regarding

regarding the Vehicle Service Contract (“VSC”) purchased by Plaintiffs James and Barbara Boles (“Mr. and Mrs. Boles”) on December 19, 2021, VSC contract number MRF3013004.

4. These records reflect that Mr. Boles contacted CarShield by telephone on 3 occasions during December 13-14, 2019, to purchase a VSC for his personal vehicle, a 2009 Chevrolet Silverado 2500 with VIN ending in -149850 (the “Vehicle”), which Mr. Boles advised was titled under Mrs. Boles’ name. There were subsequent calls between CarShield and Mr. Boles on December 17-18, 2019, to further discuss Mr. Boles’ potential purchase of the VSC.

5. CarShield’s records reflect that Mr. Boles called CarShield again on December 19, 2019, and finalized his purchase of the VSC, contract number MRF3013004. During that phone call, CarShield’s authorized agent discussed with Mr. Boles the terms of the VSC, including the monthly service fee payment terms, and advised Mr. Boles that he could cancel the VSC within 30 days after receiving a copy of the purchased VSC, with a full refund of any service fees paid. During that call, Mr. Boles then authorized the CarShield authorized agent speaking with him to sign the VSC on his behalf and provided CarShield with his email address (bbboles1120@outlook.com) to send the executed VSC after the call.

6. Records indicate that the executed VSC was emailed to Mr. Boles at the email address he provided on or about December 19, 2019, after the conclusion of his call with CarShield.

7. During that December 19, 2019, telephone call, Mr. Boles also provided a credit card number (ending 2234) to CarShield and authorized CarShield to use that credit card to pay for the initial monthly service fee, as well as future month-to-month fees on the 19th of each month.

8. CarShield’s records also reflect that after receiving the VSC, Mr. Boles called

CarShield again on December 26, 2019. During that call, Mr. Boles stated that he and Mrs. Boles were in the process of reviewing the terms of the VSC and that they had questions about whether the “door lock motors” were covered for service repair under the VSC.

9. During that call, CarShield’s representative advised Mr. Boles to contact the claims department and provided Mr. Boles with that department’s contact information and business hours. There are no records that indicate that Mr. Boles or Mrs. Boles called the claims department to follow up on his specific questions about the door lock motors for his Vehicle.

10. Records reflect that Mr. and Mrs. Boles continued to authorize CarShield to charge the provided credit card for the month-to-month service fees, each month, beginning on January 19, 2020.

11. On September 1, 2020, Mr. Boles submitted a claim on the VSC relating to engine block and timing chain issues. There are no records reflecting that Mr. Boles or Mrs. Boles attempted to cancel the VSC prior to submitting the VSC claim on September 1, 2020.

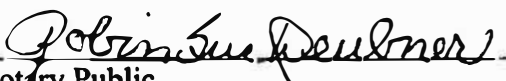
FURTHER Affiant sayeth not.

I declare under penalty of perjury under the laws of the state of Oklahoma that the foregoing is true and correct.



Michael Carter

Subscribed and sworn before me on this 9 day of September, 2022.


Notary Public
13851872 Aug 6, 2025
Commission No. / Exp. Date

{Affix Seal}

